



# MISSOURI DEPARTMENT OF TRANSPORTATION BID GUIDELINES AND DOCUMENTATION

**THIS IS NOT AN ORDER**

## REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

|   |  |  |
|---|--|--|
| <b>TODAY'S DATE:</b><br>MARCH 11, 2008  | <b>BID DUE BY (DATE AND TIME):</b><br>MARCH 25, 2008 @ 10:00 AM  | <b>F.O.B. REQUIREMENTS: DESTINATION</b><br>(SEE DELIVERY LOCATIONS BELOW)  |
| <b>TO BE DELIVERED:</b><br>REFER TO VARIOUS LEASE DATES LISTED BELOW.   | <b>Bid #: B03-08-0032</b><br>THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE. | <b>BUYER NAME:</b><br>TANYA DAUMA, CPPB<br>PROCUREMENT SUPERVISOR<br>PHONE NUMBER: 573-248-2486                                |
| <b>District Mailing Address:</b><br>Missouri Department of Transportation<br>Attn: Tanya Dauma, CPPB<br>P.O. Box 1067<br>Hannibal, MO 63401 |  | <b>Delivery Location(s):</b><br>Missouri Department of Transportation – District 3<br><br>SEE DELIVERY LOCATIONS LISTED BELOW: |

If delivery will not be prior to scheduled lease dates, list delivery dates in the "Vendor Notes Section" on page 5.

| Qty | Description and Delivery Location   | Monthly Price | Extended Price |
|-----|---|---------------|----------------|
|     | <b><u>10-12 Ton Roller</u></b>  |               |                |
| 1   | Approximately June 1, 2008 – October 31, 2008<br>5+/- month lease<br>Palmyra – 4945 County Road 288, Hannibal, MO 63401<br>Vibratory          |               |                |
|     | <b><u>10 Ton Rollers</u></b>  |               |                |
| 1   | Approximately June 1, 2008 – September 28, 2008<br>4+/- month lease<br>Troy – 121 Francis Drive, Troy, MO 63379<br>Vibratory                  |               |                |
| 1   | Approximately June 1, 2008 – September 28, 2008<br>4+/- month lease<br>Bowling Green – 1416 Bus. Hwy 54, Bowling Green, MO 63334<br>Vibratory |               |                |
|     | <b><u>6 Ton Roller</u></b>  |               |                |
| 1   | Approximately July 1, 2008 – October 31, 2008<br>4+/- month lease<br>New Florence – 540 Farm Tree Road, New Florence, MO 63363<br>Static      |               |                |
|     | <b>All units must have ROPS.</b>  |               |                |
|     | <b>The attached Master Lease Agreement must be signed and returned with the bid. Failure to do so will eliminate consideration of bid.</b>    |               |                |

**VENDOR NAME:**

## BASE LEASE REQUIREMENTS

### **1.0 GENERAL**

The intent and purpose of the following requirements and specifications is to establish minimum quality, safety and performance standards for monthly leasing of rollers, in addition to, describe a roller with engineering and design that will assure trouble-free Highway right-of-way operation with a minimum amount of down time.

### **2.0 BASE LEASE**

MoDOT will accept bids on new or used units. However, **the unit delivered must be completely covered by a manufacturer's or lessor's warranty, which includes replacement/repair parts, labor and transportation costs for the entire length of the lease period.** The complete units must be manufactured in accordance with the latest adopted OSHA or SAE Standards and amendments thereto. **Parts and service availability MUST be within 24-48 hours of contact.**

In the event the successful vendor has an opportunity to sell a machine that is under lease contract with MoDOT, MoDOT will allow for this as long as a suitable replacement can be supplied without causing downtime for MoDOT crews and/or paving operations.

### **3.0 DELIVERY & INSPECTION**

Delivery will be by appointment only to allow the MoDOT Area Mechanic to do a complete inspection of the unit, at which time; photos will be taken to document the condition of the machine. An official representative of the successful bidding company shall be present to participate in the inspection. If a unit has not been provided by the lease period start date, the compensation due the lessor will be reduced at a rate of \$250.00 per day for all working days a unit is not available during the lease period. If this exceeds 10 working days, MoDOT reserves the right to obtain another unit from the next low bidder or other resources. At the end of the lease period when the unit is to be picked up, no unit will be released to a freight hauling company, unless the successful bidding company representative has properly inspected the unit in the presence of a MoDOT Area Mechanic. All costs associated with delivery and pickup of leased units is the responsibility of the lessor.

### **4.0 MAINTENANCE AND REPAIR**

The department will furnish fuel, grease lubricant of chassis, and normal maintenance cleaning. The lessor will be responsible for all scheduled oil changes and periodic services required by manufacturer or lessor. The lessor shall furnish all necessary lubricants, replacement filters (oil, fuel, air filters, etc.), replacement/repair parts, labor and transportation. The lessor will supply MoDOT with the manufacturers and/or lessor's scheduled hourly maintenance chart(s), which MoDOT will use as a guide to contact lessor when unit needs serviced.

### **5.0 DOWNTIME**

If the unit is unavailable for use for **more than 48-hours**, at any time, **the lessor must substitute a loan unit of mutually agreed upon type.** The substitute unit must be provided within 3 days after the initial 2 days of downtime has accrued, unless a MoDOT representative agrees to a more flexible arrangement offered by the lessor. If after this time a substitute unit has not been provided or the original unit has not been repaired, the compensation due the lessor will be reduced at a rate of \$250.00 per day for all working days a unit is not available during the lease period, including the initial downtime. If this exceeds 10 working days, MoDOT reserves the right to obtain another unit from the next low bidder or other resources. If such a unit is obtained, MoDOT reserves the right to terminate the original lease with the first vendor and will continue with the second vendor for the duration of the original lease period. All costs associated with delivery and pickup of leased units is the responsibility of the lessor.

### **6.0 VEHICLE DAMAGE**

The department will be responsible for abuse or damage to the unit beyond normal expected wear and tear for highway maintenance operations. The maximum damage claim will be established at 75% of the manufacturers suggested retail price. A copy of the manufacturers suggested retail price is to be provided at the time of delivery and retained as part of the contract.

### **7.0 PAYMENT**

Payments will be processed monthly. Lessor must include the purchase order number and building name on each invoice to expedite payment.

### **8.0 AWARD**

Award of this bid will be made on an "Item By Item" basis using the "lowest and best" principle of award. Consideration will be given to hours per unit, in addition to, an inspection of the unit where necessary to check condition versus hours.

## **SELF-PROPELLED 8-12 TON DOUBLE DRUM ROLLER SPECIFICATIONS**

The purpose of this specification is to lease a double drum, self-propelled roller.

Unit must have a 4-40 or 4-50 Volt Range Electric Hour Meter.

### **1.0 OPERATING WEIGHT (EMPTY):**

8-12 ton roller

### **2.0 OPERATING WEIGHT (BALLAST):**

8-12 ton roller

### **3.0 DRUMS:**

Approximately 66" wide front and rear

### **4.0 DRIVE SYSTEM:**

Hydrostatic

### **5.0 STEERING:**

Hydrostatic

### **6.0 SPRINKLER SYSTEM:**

Pressurized spray system with at least a 150-200 gallon tank to be constructed of polyethylene with an in-line cleanable screen for filtration and a minimum of seven brass spray nozzles with a spray flow of .075 GPM at 10 PSI.

### **7.0 CENTRIFUGAL FORCE:**

Max. per drum lbs. (high) 25000 lbs. (low) 16000

### **8.0 OPERATOR'S STATION:**

Adjustable vinyl seat and backrest with all controls and instruments located at operator's station easily accessible to operator.

### **9.0 ELECTRIC HOUR METER:**

New unit will have a 4-40 or 4-50 volt range electric hour meter installed.

### **10.0 ROPS AND SEAT BELT:**

Will meet SAE J-1040C and J-366 requirements.

### **11.0 MAINTENANCE:**

Daily maintenance areas and filters will be easily reached and all grease fittings will be clearly marked.

### **12.0 WARNING LIGHTS:**

Engine oil pressure and temperature, battery and brakes will have warning lights in clear view of the operator in normal operating position.

### **13.0 BACKUP ALARM SYSTEM:**

In accordance with OSHA Standard listed in Federal Registrar Volume 37, Number 243 Subpart O, Section 1926.602, and Paragraph 9. The horn shall be distinguishable from surrounding noise level.

## **SELF-PROPELLED 6 TON TANDEM ROLLER SPECIFICATIONS**

The purpose of this specification is to lease a two-drum, self propelled roller **w/towing package**.

Unit must have a 4-40 or 4-50 Volt Range Electric Hour Meter.

### **1.0 OPERATING WEIGHT (EMPTY):**

6 ton roller

### **2.0 OPERATING WEIGHT (BALLAST):**

6 ton roller

### **3.0 DRUMS:**

Front and rear

### **4.0 DRIVE SYSTEM:**

Hydrostatic

### **5.0 STEERING:**

Hydrostatic

### **6.0 SPRINKLER SYSTEM:**

Pressurized spray system with 100 gallon tank to be constructed of polyethylene with an in-line cleanable screen for filtration. A minimum of 4 brass spray nozzles with a spray flow of .075 GPM @ 10 PSI.

### **7.0 OPERATOR'S STATION:**

Adjustable vinyl seat and backrest with all controls and instruments located at operator's station easily accessible to operator.

### **8.0 ELECTRIC HOUR METER:**

New unit will have a 4-40 or 4-50 volt range electric hour meter installed.

### **9.0 ROPS AND SEAT BELT:**

Will meet SAE J-1040C and J-386 requirements.

### **10.0 MAINTENANCE:**

Daily maintenance areas and filters will be easily reached; all grease fittings will be clearly marked.

### **11.0 WARNING LIGHTS:**

Engine oil pressure and temperature, battery and brakes will have warning lights in clear view of the operator in normal operating position.

### **12.0 BACKUP ALARM SYSTEM:**

In accordance with OSHA Standard listed in Federal Registrar Volume 37, Number 243 Subpart O, Section 1926.602, Paragraph 9. The horn shall be distinguishable from surrounding noise level.

### **13.0 TOWING PACKAGE:**

Hydraulic powered control valves to adjust tongue height and to lower the towing wheels while raising the unit to a minimum of 7" above ground level. Tongue hitch will be of 3" ID pintle type towing eye with heavy-duty safety chains. Positive wheel locks, guide tow yoke locks, tongue lock, and 12-volt electric socket for turning, brake lights will also be included

## VENDOR NOTES

**USE THIS AREA TO LIST ANY CIRCUMSTANCES WHICH MIGHT ALTER YOUR BID PRICE (SIZE, MAKE, MODEL, SPECIFICATION, ETC.) AND/OR AVAILABILITY OF UNITS TO BE DELIVERED:**

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. **If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).**

## VENDOR INFORMATION

|  |  |     |    |                                   |     |     |    |
|--|--|-----|----|-----------------------------------|-----|-----|----|
| Vendor Name/Mailing Address:<br><br><br><br><br><br><br>Email Address:                 | Vendor Contact Information (including area codes):<br><br>Phone #:<br><br>Fax #:<br><br>Cellular #:<br><br>  |     |    |                                   |     |     |    |
| Printed Name and Title of Responsible Officer or Employee:                             | Signature:   |     |    |                                   |     |     |    |
| Is your company registered/certified with the State of Missouri as a (please circle):  |  |     |    |                                   |     |     |    |
| MINORITY BUSINESS ENTERPRISE (MBE) ?   | <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; text-align: center;">YES</td> <td style="width: 30%; text-align: center;">NO</td> </tr> <tr> <td style="text-align: center;">WOMEN BUSINESS ENTERPRISE (WBE) ?</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> </tr> </table> | YES | NO | WOMEN BUSINESS ENTERPRISE (WBE) ? | YES | YES | NO |
| YES  | NO   |     |    |                                   |     |     |    |
| WOMEN BUSINESS ENTERPRISE (WBE) ?  | YES  |     |    |                                   |     |     |    |
| YES  | NO   |     |    |                                   |     |     |    |
| Would your company like information on becoming a registered/certified MBE/WBE vendor? | <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; text-align: center;">YES</td> <td style="width: 30%; text-align: center;">NO</td> </tr> </table>  | YES | NO |                                   |     |     |    |
| YES  | NO   |     |    |                                   |     |     |    |

All responses to this Request for Bid MUST be submitted on this form and **ALL Pages, except the term and condition pages (which require no written information) can be mailed to the Buyer listed on page 1.**

### **STANDARD SOLICITATION PROVISIONS**

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. **Time of delivery is a part of the consideration and must be adhered to.** If time varies other than stated in this document the Bidder/Offeror shall so state (using the vendor notes section).
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

### **GENERAL TERMS AND CONDITIONS**

#### **General Performance**

- a. This service is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the service, the Vendor agrees to furnish at his own expense all labor and equipment required to complete the service, it being expressly understood that this solicitation is for completed service based upon the price(s) specified and is not a solicitation for employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Vendor in performance of the service.

#### **Deliveries**

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays. (Service hours and days available for this service may include hours or days other than what is listed above, if vendor and a MoDOT representative mutually agrees (prior to any service being performed) to hours other than what is set out in this paragraph).
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

#### **Nondiscrimination**

- a. The Bidder/Offeror understands that this project involves state funds and the Bidder/Offeror awarded the contract will be required to comply with the Executive Order 94-03 of the Governor of the State of Missouri dated January 14, 1994. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

#### **Contract/Purchase Order**

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.

- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order and/or notice to proceed.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by a showing that the organization, which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Invoicing and Payment**

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number or contract number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

#### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### **Preferences**

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RsMO. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RsMO. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents. If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

#### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Cancellation of Contract**

- a. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Vendor for any additional costs incurred thereby.

### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Vendor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Vendor responsible for damages.

### **Inventions, Patents, and Copyrights**

- a. The Vendor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Vendor's performance or products produced under the terms of the contract.

### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Vendor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Vendor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **Warranty**

- a. The Vendor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

### **Status of Independent Contractor**

- a. The Vendor represents itself to be an independent Vendor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

### **Indemnification**

- a. The Vendor shall be responsible for injury and damages as a result of any services and/or good rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Vendor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Vendor's performance under this Agreement, the Vendor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Vendor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Vendor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

### **Environmental Issues**

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Vendor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel therefrom.

### **Permits, Licenses and Safety Issues**

- a. The contract price shall include any necessary permits and licenses required by law incidental to the service. Local ordinances requiring building permits are not applicable to state agencies. The Vendor will comply with local laws involving safety in the prosecution of the work.



# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

## FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

## FOR OTHERS:

State of domicile: \_\_\_\_\_

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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## THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- \_\_\_\_\_
- \_\_\_\_\_
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

| Item (or item number) | Location Where Item Manufactured or Produced |
|-----------------------|--|
|                       |  |
|                       |  |
|                       |  |
|                       |  |
|                       |  |

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_

### CERTIFICATION

**By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.**

**The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.**

CCO Form: GS7  
Approved: 9/05 (BDG)  
Revised:  
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
MASTER SHORT TERM LEASE AGREEMENT**

THIS AGREEMENT is entered into by and between \_\_\_\_\_  
(hereinafter, "Lessor") and the Missouri Highways and Transportation Commission (hereinafter, "Commission").

WHEREAS, the Commission leases various tools or construction and heavy equipment from the Lessor from time to time, and

WHEREAS, Lessor and Commission intend to enter into short term equipment lease agreements pursuant to this Master Short Term Lease Agreement (the "Agreement"), the terms and conditions of which shall control any and all short term leases exchanged between the Lessor and the Commission.

NOW THEREFORE, in consideration of the above premises and mutual promises contained herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and the Commission mutually agree as follows:

(1) PRE EMINENCE OF MASTER SHORT TERM LEASE AGREEMENT AND TERM. The terms and conditions of this Agreement shall control all equipment lease transactions between the parties and shall supersede any and all written terms and conditions contained in Lessor rental agreement forms, documents, receipts, or memoranda except for the identification of the equipment to be rented by the Commission, the rental rate of the equipment, and return date of equipment. All other conditions contained in any Lessor rental agreement forms, documents, receipts, or memoranda shall be of no effect and force whatsoever. The initial term of the Agreement shall be for a period of two (2) years, automatically renewable upon mutual consent of the parties for one (1) additional two-year period. Either party may terminate the Agreement at any time and for any reason whatsoever upon sixty (60) days written notice to the other.

(2) NATURE OF THIS AGREEMENT. This purpose of the Agreement is to create and coordinate short term lease transactions, which will allow the Commission to use the equipment provided by the Lessor as permitted by this Agreement. The Commission represents that the equipment leased pursuant to this Agreement is to be used solely and exclusively for Commission related activities. The Lessor retains equipment ownership. The Commission acknowledges that the Commission may not transfer the equipment or any rights or obligations under this Agreement. The Commission shall not service or repair or alter the equipment without Lessor's prior written approval.

(3) EQUIPMENT: The Lessor will make available to Commission equipment referenced on the Lessor's equipment rental form, document or memorandum signed by an employee of Commission.

(4) TRAINING AND INSPECTION: The Lessor will provide a training session for Commission employees upon receipt of equipment. The training session may include inspection of the rented equipment for damage and how to report same, checking required fluid levels and general equipment operation.

(5) RETURN OF EQUIPMENT: The Commission will notify Lessor of intended equipment return upon acceptance of said equipment and as may be identified in the Lessor's rental form, document or memoranda. The Commission agrees that during the course of the rental, the equipment will be held in a safe and secure manner while it is in the Commission's care, custody or control.

(6) TITLE: The Lessor warrants that it is the lawful owner of the equipment and that the equipment is free from all encumbrances which would disturb the use of the equipment identified in the Rental Agreement Form.

(7) EQUIPMENT OPERATION. The following persons may operate the equipment: Commission and Missouri Department of Transportation employees, contractors, and agents, in the course of such employee's regular employment, and contractor employees during the course of performing work. Operators must be properly qualified to operate the equipment and have a valid operator's license with respect to the equipment where required by law.

(8) LEASE CHARGES: The Commission will pay all lease charges , time, mileage, service, transportation, refueling service and other charges and sums in accordance with this Agreement. The basic daily, weekly or monthly lease rate will be identified on the equipment rental form, document, memoranda, or receipt and invoiced by the Lessor upon return of the equipment to the Lessor.

(9) RISK OF LOSS: The Commission shall be responsible for all loss of or damage to the equipment, unless such loss or damage results from latent defect(s) or fault or negligence on the part of Lessor, while on rental and in Commission's care, custody or control, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover. Such responsibility is limited to: (1) reasonable repair cost or (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value.

(10) INSURANCE: The Commission is self-insured against risk of physical damage and will provide proof of self-insurance upon request by the Lessor.

(11) INDEMINIFICATION: The Lessor will defend, indemnify and hold harmless Commission, its subsidiaries, parent company and their officers, agents and employees from and against all loss, liability, claim action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of Commission, to the extent of Lessor's negligent maintenance, use, possession, operation, erection, dismantling, servicing or transportation of the equipment or Lessor's failure to comply with the terms of this Agreement.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Lessor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) CONDITION OF THE EQUIPMENT. The Lessor warrants the equipment, upon delivery to Commission, to be in good mechanical and merchantable condition. The

Commission's acceptance or use of Equipment constitutes Commission's acknowledgment that the equipment is in working condition at that time. The Commission agrees to provide Lessor reasonable access to the equipment.

(14) FORCE MAJEURE/INFRINGEMENT. Any failure of performance by either party due to causes beyond reasonable control, including but not limited to acts of civil or military authority or Acts of God will not be deemed to be a default by either party.

(15) MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement. No change, modification or alteration of the terms hereof will be effective against either party unless it is in writing and signed by a duly authorized officer of both parties. If any provision or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Lessor this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

LESSOR

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_